

 <p>Washington State Department of Social & Health Services</p> <p>Transforming lives</p>	<h2>SERVICES CONTRACT</h2> <h3>Program Administration- Refugee School</h3> <h3>Impact Program</h3>	DSHS Contract Number: Resulting From Procurement Number: RFP 2534-871
This Contract is between the state of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 39.26 RCW.		Program Contract Number: Contractor Contract Number:
CONTRACTOR NAME		CONTRACTOR doing business as (DBA)
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX CONTRACTOR E-MAIL ADDRESS
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE 3000PC-34
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		ASSISTANCE LISTING NUMBER(S)
CONTRACT START DATE 10/01/2025	CONTRACT END DATE 09/30/2026	CONTRACT MAXIMUM AMOUNT \$7,000,000.00
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input type="checkbox"/> Exhibits (specify): No Data Security Exhibit <input type="checkbox"/> No Exhibits.		
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.		
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key;" a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.

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- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

2. Amendment. This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. Assignment. The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

4. Billing Limitations.

- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. Compliance with Applicable Law and Washington State Requirements.

- a. **Applicable Law.** Throughout the performance of this Agreement, Contractor shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to this Agreement.
- b. **Civil Rights and Nondiscrimination.** Contractor shall comply with all federal and state civil rights and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to

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this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination laws, regulations, and executive orders, this Agreement may be rescinded, canceled, or terminated in whole or in part.

c. **Nondiscrimination.**

(1) **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(2) **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

d. **Certification Regarding Russian Government Contracts and/or Investments.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor does not comply with this certification. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof.

6. **Confidentiality.**

a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

(1) as provided by law; or,

(2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

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- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
- (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
- (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
- (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.

- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
 - d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
 - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

- 7. Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

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by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

8. **E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
9. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
10. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
11. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
12. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
13. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
14. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
15. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

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16. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
- b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

17. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Professional Service Contracts:

18. **Advance Payment.** DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
19. **Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
20. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.

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- 21. DES Filing Requirement.** Under RCW 39.26, sole source contracts and amendments must be filed with the State of Washington Department of Enterprise Services (DES). If this Contract is one that must be filed, it shall not be effective nor shall work commence or payment be made until the fifteenth (15th) working day following the date of filing subject to DES approval. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.
- 22. Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.
- 23. Indemnification and Hold Harmless.**
- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
 - b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
 - c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
 - d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.
- 24. Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.
- 25. Publicity.** The Contractor shall not name DSHS as a customer, nor use any information related to this Contract, in any format or media, in any Contractor's advertising or publicity without prior written consent from DSHS.
- 26. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- a. Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
 - b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
 - c. Include a statement as to why the Contractor thinks the notice is incorrect; and

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- d. Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

- 27. Site Security.** While providing services at a DSHS location, the Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations specific to the DSHS location.
- 28. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior written approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.
- 29. Subrecipients.**
 - a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Assistance Listing Numbers (ALN) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned

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Federal laws and regulations.)

- b. **Single Audit Act Compliance.** If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. **Overpayments.** If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

30. Termination for Convenience. DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice.

31. Termination for Default. The CCLS Chief may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:

- a. Failed to meet or maintain any requirement for contracting with DSHS;
- b. Failed to protect the health or safety of any DSHS client;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

32. Termination or Expiration Procedure. The following terms and conditions apply upon Contract termination or expiration:

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
- c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.

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- d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
- e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

33. Treatment of Property. All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

34. Taxes.

- a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. DSHS will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. DSHS, as an agency of Washington State government, is exempt from property tax.
- b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of [Title 82 RCW](#) and [Title 458 WAC](#). Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DSHS shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.
- c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

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1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. **“Afghan Humanitarian Parolee or AHP”** means certain Afghan individuals granted humanitarian parole by the U.S. Department of Homeland Security, between July 31, 2021, and September 30, 2023, or current ORR guidelines, if expanded, and who are eligible to apply for mainstream benefits, resettlement assistance, and other benefits available to refugees. The date of eligibility for the Afghan Humanitarian Parolee (AHP) population is October 1, 2021, or their date of entry into the community, whichever is later. The AHP population is eligible for ORR benefits and services until September 30, 2023, or the end of the individual’s parole term, whichever is later, unless amended by law or the individual gains another ORR-eligible category or status.
 - b. **“Afghan Special Immigrants”** means a citizen or national of Afghanistan who is granted special immigrant status under 101(a) (27) of the Immigration and Nationality Act.
 - c. **“Amerasians”** means an individual born in Vietnam after January 1, 1962, and before January 1, 1976, who was fathered by a US Citizen.
 - d. **“ASA”** means the Afghanistan Supplemental Appropriations Act, 2022, and the Additional Afghanistan Supplemental Appropriations Act, 2022, in which Congress authorized ORR to provide resettlement assistance and other benefits available to refugees to specific Afghan populations, in response to their emergency evacuation and resettlement. Additional information about the ASA-eligible populations can be found at [ORR Policy Letter 22-01](#). The following Afghan populations are eligible for ASA-funded benefits and services under ORR guidelines. Additional individuals may be eligible if ORR guidelines or eligibility dates are expanded.
 - (1) Citizens or nationals of Afghanistan (including unaccompanied minors) paroled into the United States between July 31, 2021, and September 30, 2023. This group includes unaccompanied minors.
 - (2) A spouse or child of any individual described above in number one, who is paroled into the United States after September 30, 2023.
 - (3) A parent or legal guardian of any individual described above in number one, who is determined to be an unaccompanied child, who is paroled into the United States after September 30, 2023.
 - (4) Citizens and nationals of Afghanistan for whom refugee and entrant assistance activities are authorized (e.g. Special Immigrant Visa holders, Special Immigrant with Conditional Permanent Resident status, SI/SQ parolees, refugees, asylees), whose eligibility date is on or after July 31, 2021.
 - e. **“Asylee”** means an individual who is physically present in the US or at a border or port of entry and who has been granted asylum by the US Attorney General. An applicant for asylum does not meet the immigration status requirement for Refugee Assistance until asylum has been granted.

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- f. **“AUSAA”** means the Additional Ukraine Supplemental Appropriations Act of 2022 (AUSAA) appropriated to ORR to provide benefits and services to support specific Ukrainian and non-Ukrainian individuals as delineated in [ORR Policy Letter 22-13: Ukrainian Humanitarian Parolees Eligible for ORR benefits and Services](#). Additional individuals may be eligible if ORR guidelines or eligibility dates are expanded. The following populations are eligible for AUSAA-funded services and ORR services at-large:
- (1) Citizens or nationals of Ukraine who the Department of Homeland Security (DHS) has paroled into the United States between February 24, 2022, and September 30, 2024, due to urgent humanitarian reasons or for significant public benefit, known as Ukrainian Humanitarian Parolees (UHPs).
 - (2) Non-Ukrainian individuals who last habitually resided in Ukraine and who DHS has paroled into the United States between February 24, 2022, and September 30, 2024, due to urgent humanitarian reasons or for a significant public benefit.
 - (3) A spouse or child of an individual described in number 1 or 2 who is paroled into the United States after September 30, 2023.
 - (4) A parent, legal guardian, or primary caregiver of an unaccompanied refugee minor or unaccompanied child described in number 1 or 2 who is paroled into the United States after September 30, 2023.
- g. **“CareSphere”** means the ORIA case management database that is used by ORIA’s contracted providers.
- h. **“Contract”** means a written agreement entered into between a successful Bidder and DSHS as a result of a Solicitation.
- i. **“Consent form”** means the DSHS 14-012(X) Consent form signed by the participant giving the Contractor and DSHS permission to share his/her personal information as it relates to contracted services.
- j. **“Cuban-Haitian Entrant”** means any national of Cuba or Haiti who was paroled into the US and has not acquired any other status under the INA and with respect to whom a final, non-appealable, and legally enforceable order of removal, deportation, or exclusion has not been entered.
- k. **“District Partnership”** means the partnership between school districts and community-based organizations that they are partnered with in the RSI program.
- l. **“DSHS Program Manager”** means the DSHS Contact person listed on page 1 of this Contract
- m. **“Data”** means any Personal Information, and/or other information accessed and gained while providing services in accordance with this Contract.
- n. **“DSHS”** means the Washington State Department of Social & Health Services.
- o. **“Early Refugee School Impact (ERSI)”** means the component of the federal Office

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of Refugee Resettlement's program intended to focus on children and families in the birth to Kindergarten continuum. Children eligible for the ERSI program are generally birth-5 years old.

- p. **"ESA"** means the Economic Services Administration, Office of the Assistant Secretary, Office of Refugee & Immigrant Assistance.
- q. **"Iraqi Special Immigrant"** means a citizen or national of Iraq who is granted special immigrant status under 101(a) (27) of the Immigration and Nationality Act.
- r. **"Immigration documentation"** means copies of relevant immigration documents showing that the individual qualifies for ORR services. This may include one of more of the following copies of their I-94, Form I-766 Employment Authorization Document, foreign passport with an eligible Machine Readable Immigrant Visa (MRIV), foreign passport with an eligible Department of Homeland Security/Customs and Border Protection (DHS/CBP) stamp, or Form I-551 Permanent Resident Card (also known as a "green card"), or other relevant immigration documents that verify eligibility. Specific details of acceptable immigration documentation is available at [ORR's Status and Documentation Requirements page](#). Immigration documentation is required for the person served, including their parent(s) or legal guardian(s), if applicable.
- s. **"ORIA"** means the DSHS Office of Refugee and Immigrant Assistance within the Office of the Assistant Secretary.
- t. **"ORR"** means the federal Office of Refugee Resettlement located within the Administration for Children and Families, Department of Health and Human Services.
- u. **"Quarter"** means the federal fiscal year quarter. Quarter 1 is October to December, Quarter 2 is January to March, Quarter 3 is April to June, and Quarter 4 is July to September.
- v. **"Refugee School Impact (RSI) Program"** means the federal ORR program designated to serve newly arrived refugee children from birth until age 18 (or until high school graduation).
- w. **"Refugee"** means an individual who is outside their country of nationality or habitual residence, and is unable or unwilling to seek protection of that country due to a well-founded fear of persecution based on race, religion, nationality, membership in a particular social group, or political opinion. For purposes of this Contract, the term "refugee" encompasses the following immigration statuses:
 - (1) Refugees;
 - (2) Asylees;
 - (3) Cuban-Haitian Entrants;
 - (4) Amerasians;
 - (5) Victims of trafficking who receive certification letters from ORR;

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- (6) Iraqi and Afghan special immigrants with Special Immigrant Visas;
- (7) Afghan Humanitarian Parolees;
- (8) Ukrainian Humanitarian Parolees; and
- (9) Other ORR-eligible populations, if eligibility is expanded.

Children born in the U.S. may be eligible if the following conditions are met:

The child is in a single-parent family with a parent who is ORR-eligible, or

- (10) The child is in a two-parent family and both parents are ORR-eligible.

The date of eligibility for such U.S.-born children is the more recent date of eligibility of a parent(s) who qualifies for ORR services. Children with a U.S. citizen parent are not eligible.

Refer to individual definition sections for additional information on eligibility guidelines, including dates of eligibility for each status.

- x. **“Re-Parole”** means the extension of parole status granted to Humanitarian Parolees from Afghanistan and Ukraine granted by the U.S. Citizenship and Immigration Services (USCIS). Those individuals granted re-parole retain their initial date of eligibility for ORR benefits and services. Details regarding serving Humanitarian Parolees from Afghanistan and Ukraine with a pending re-parole application may be referenced in [ORR Policy Letter 24-01](#) and [ORR Policy Letter 23-06](#).
- y. **“Special Immigrant Visa or SIV”** means the status that is granted from a federal program that helps citizens from Afghanistan to receive a visa to migrate to the United States. Administered under the Defense Authorization Act for Fiscal Year 2008, Public Law 110-181, the program allows Afghan nationals that have been employed by or on behalf of the United States Government and experienced ongoing and serious threat as a consequence of that employment to gain lawful permanent residency. (References: Section 101(a)(27)(c) and section 203(b)(4) of the Act; 8 CFR 204.5 (m).)
- z. **“Victim of Human Trafficking”** means a person who received certification for having been trafficked into the US and forced into domestic or international sex trade, prostitution, slavery and/or forced labor through coercion, threats of physical violence, psychological abuse, torture and imprisonment, or their eligible family member.
- aa. **“Ukrainian Humanitarian Parolee or UHP”** means a citizen of Ukraine who was paroled into the United State between February 24, 2022 and September 30, 2024, due to urgent humanitarian reasons, or non-Ukrainian individuals who last habitually resided in Ukraine and who were paroled into the U.S. within the same timeframe. Additional details for Ukrainian Humanitarian Parolees may be referenced in [ORR Policy Letter 22-13](#). For eligible Ukrainian parolees who entered the U.S. with parole between February 24, 2022 and September 30, 2023, their date of eligibility is May 21, 2022, or their date of parole, whichever is later. For those who entered the U.S.

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with parole between October 1, 2023, through September 30, 2024, their date of eligibility is April 24, 2024, or their date of parole, whichever is later.

- bb. **“Ukrainian Refugee School Impact or URSI”** means the ORR funding dedicated to serving AUSAA-eligible Ukrainian children and their parents. Allowable activities within the URSI program are the same as the traditional RSI program. Generally, Ukrainian Humanitarian Parolees and not Ukrainian refugees are eligible for this funding. Full eligibility for URSI can be found under the AUSAA definition.
2. **Purpose.** The purpose of this Contract is to establish the terms and conditions to allow for the administration and oversight of the Refugee School Impact and Early Refugee School Impact programs for DSHS, ORIA.
 3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work as described in this Contract and the attached Exhibit(s).
 4. **Consideration.** Total consideration payable to the Contractor for satisfactory performance of the work under this Contract is a maximum of **\$7,000,000** including any and all expenses, and shall be based upon the payment points within Exhibit C, Consideration. All funding for this Contract is awarded to DSHS from the federal Department of Health and Human Services, Office of Refugee Resettlement (ORR), through the Refugee School Impact (RSI) program and the Ukrainian Refugee School Impact (URSI) program.
 5. **Background Checks.** The Contractor may be required to ensure a full and satisfactory criminal history background check has been completed for all current employees, volunteers, and subcontractors, and that a criminal history background check shall be initiated for all prospective employees, volunteers, and subcontractors to meet all required terms under this Contract.
 6. **Child Abuse and Health and Safety Concerns.** In the delivery of services under this Contract, children’s health and safety shall always be the first concern of the Contractor. The Contractor shall immediately report all instances of suspected child abuse to Child Protective Services at 1-866-END HARM.
 7. **Duplication of Services.** The Contractor shall ensure that work to be performed does not duplicate services charged to the State of Washington **or another funder** under any other contract or agreement with the Contractor. The Contractor must not bill other funding sources for services rendered and reported under this contract which would result in duplicate billing to different funding sources for the same or similar service. If the Contractor provides other services or benefits to clients through other funding sources, those services or benefits to clients cannot be counted towards performance outcomes billed for this Contract. Such services are considered as “in-house” services.
 8. **Billing and Payment.**
 - a. **Invoice System.** The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the DSHS Program Manager by the Contractor no later than 30

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calendar days after the last day of each month. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract. Invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, and expenses incurred. An invoice returned by DSHS for clarification or additional information will not be considered properly submitted until it is accepted as complete by DSHS. Upon DSHS request, the Contractor shall provide additional documentation containing sufficient detail to clarify or support the A-19 Invoice. Each Invoice Voucher submitted for payment must be accompanied by the following:

- (1) *Cost Details Page*. This page details the Contractor's total expenses supporting the A-19 Invoice.
 - (2) *Lease Calculation Tool*. Unless exception to the rule has been granted at the start of the contract period, the Lease Calculation Tool is required when lease/rent costs are billed under the Cost Details Page.
 - (3) *Contract Summary Report*. Details monthly budget and calculates remaining contract balance.
 - (4) *Other Documentation*. Upon DSHS request, other backup documentation to clarify or support the A-19. If the invoice is returned to the Contractor for corrections, the Contractor will resubmit the monthly invoice in its entirety.
- b. De Minimis and Indirect Rates. As a subrecipient of federal awards defined under 2 CFR 200, the Contractor shall comply with indirect cost guidance as defined under 2 CFR 200.414(f). Any future amendments to the CFR take precedence over and supersede the language set forth hereunder.
- (1) If the Contractor is using an indirect rate approved by the federal government or other cognizant agency, the Contractor shall provide a copy of the approval letter covering the contract period to DSHS. DSHS may deny the indirect rate without a copy of the approval letter.
 - (a) Certificate of Indirect Costs (DSHS 02-568) form must be completed and submitted to the DSHS Program Manager annually at the beginning of the contract year and if there is a change in your agency indirect rate.
 - (2) If a 501(c)3 Contractor has never had an approved indirect rate, they may elect to use up to fifteen (15%) de minimis, and the Contractor budget will show this election. A letter is not required from the federal government for use up to fifteen percent (15%) de minimis.
 - (3) If the Contractor has ever received a federally negotiated indirect rate, the Contractor shall not use the DSHS approved up to 15% de minimis indirect rate.
 - (a) If the Contractor has applied for a new indirect rate approval, DSHS will use the expired indirect rate until a new letter is presented to DSHS. The Contractor will be required to provide a copy of the new request letter for an indirect rate. Once a new approval letter is awarded, the Contractor must provide a copy to DSHS, and participate in a review of payments to ensure no overpayment has occurred.

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- c. Close Out.
 - (1) Final Invoice. The final invoice for payment, including all required reports and backup documentation must be submitted within thirty (30) days of the Contract End Date indicated on page 1 of the Contract. The expenses invoiced shall not be higher than in the approved budget.
 - d. Errors, Overpayments, and Fraud. The Contractor shall notify DSHS within thirty (30) days of discovery, knowledge, or suspicion that the Contractor, or any of its subcontractors, subrecipients, or vendors has an actual or potential:
 - (1) Payment error;
 - (2) Overpayment; and/or
 - (3) Act of fraud.
 - e. Payment. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by the DSHS Program Manager of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
9. **Interpretation and Translation Services.** The Contractor shall provide interpreter and translation services as necessary to perform the obligations of this Contract, and DSHS shall not reimburse the Contractor for the use of interpreter or translation services, except if specifically agreed upon in the budget approved by DSHS ORIA.
10. **Culturally Relevant Services.** The Contractor shall ensure all services are provided in an appropriate cultural context of the individual and/or individual's family. Best practices for providing culturally relevant services are to employ staff with similar cultural or linguistic backgrounds and to offer training for all staff working on the program.
11. **Transportation of Clients.** In the event the Contractor chooses to transport clients, it is solely at the risk of the Contractor.
12. **Incorporation by Reference.** The following reference information are also available for the Contractor's use under this Contract and incorporated by reference:
- a. The [DSHS Consent Form 14-012](#) in English and 51 additional languages.
 - b. The [DSHS ESA Nondisclosure of Confidential Information Agreement form 03-374D for Non-Employees](#).
 - c. The Contractor's budget submitted and approved by DSHS ORIA. The budget may be provided upon request.
 - d. ORR Refugee School Impact [Policy Letter 22-07](#).
 - e. [Status and Documentation Guide](#) from ORR

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- 13. Record Keeping.** The Contractor shall maintain the documentation required as outlined in this Contract and make it available to ORIA for monitoring purposes.
- 14. Confidentiality and Nondisclosure.** The Contractor shall:
- a. Protect information according to federal and state laws including the following incorporated by reference:
 - (1) Chapter 74.04.060 RCW, Records, Confidential -- Exceptions -- Penalty; and
 - (2) Chapter 42.56 RCW-Public Records.
 - b. Use personal, confidential, and other information gained by reason of this Contract only for the purposes directly related to the administration of this Contract. Any personal use of client information is strictly prohibited. Contractor shall return, or certify the destruction of, such information if requested in writing by DSHS.
 - c. Not disclose, transfer, or sell any information as described in this Contract to any party in whole or in part, except as provided by law, or to any individual or agency not specifically authorized by federal or state law, rule or regulation.
 - d. Maintain the confidentiality of personal information in accordance with state and federal laws, and shall have adequate policies and procedures in place to ensure compliance with confidentiality requirements, including restrictions on re-disclosure.
 - e. Notify all authorized persons who require access to data of the use and disclosure requirements.
- 15. Contract Monitoring.** DSHS shall monitor the Contractor for compliance with the terms and condition of this Contract and provide technical assistance upon request or when necessary to assist with contract compliance. The method of monitoring may include the following:
- a. Site Visits. The ORIA Program Manager or authorized designee shall perform site visits during the term of this contract. The Contractor shall be present for site visits, which shall be scheduled during regular business hours. Site visits shall be conducted with prior notification to the Contractor, and may include, but is not limited, to the review of the following:
 - (1) Observation of contracted services.
 - (2) License and certification if applicable.
 - (3) Confidentiality policy and process.
 - (4) Insurance.
 - (5) Participant Files.
 - (6) Service documentation and verification.
 - (7) Desk audits.

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(8) Request for various documentation verifying services.

(9) Participant interviews.

- 16. Contractor Information.** The Contractor shall forward to DSHS within ten (10) working days, any information concerning the Contractor's change of circumstances. Changes in the Contractor's circumstances include change of business name, address, telephone number, fax number, e-mail address, business status, and names of staff that are current program employees.
- 17. Subcontracting.** In addition to the requirements of Section 26 of the General Terms and Conditions of this Contract, entitled Subcontracting, the Contractor shall:
- a. The Contractor shall not subcontract any of the contracted services without the prior approval of DSHS.
 - b. The Contractor is responsible to ensure that all terms, conditions, assurance and certifications set forth in the Contract are included in any and all Subcontracts.
 - c. Any failure of the Contractor or its subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS rights or remedies available under this Contract.
 - d. The Contractor shall:
 - (1) Submit written requests for approval to subcontract to the DSHS Contact, or designee, named on page one (1) of this Contract, along with the proposed subcontractors' qualifications prior to entering into an agreement with a subcontractor; and
 - (2) Submit copies of any subcontracts the Contractor enters into within ten (10) business days of the date of execution, along with a plan for monitoring the subcontractors at least once during the first six months of the subcontract; and
 - (3) Submit copies of subcontract monitoring reports to the DSHS Contact, or designee, named on page one (1) of this Contract, within thirty (30) calendar days of the monitoring visit.
- 18. Program Training.** The Contractor shall ensure all of its employees who provide services under this Contract attend ORIA Contract Orientation/Training as requested by DSHS.
- 19. Reduction of Funds.** Funding for this contract is based upon an estimated number of clients the Contractor will serve. If the Contractor's billing patterns indicate the estimate was too high, DSHS reserves the right to adjust those estimates and reduce funding accordingly. In the event DSHS chooses to exercise this right, DSHS will notify the Contractor in writing of the amount of the reduction. Both parties to this Contract agree that an amendment to this Contract will be considered proper written notice.
- 20. Contract Extensions.** DSHS may make subsequent Contract awards or extensions at DSHS' sole discretion. DSHS will base such future awards or extensions on the

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Contractor's ability to comply with the terms and conditions of this Contract and to meet the requirements of the statement(s) of work.

- 21. Contract Suspension.** DSHS may take certain actions in the event the Contractor, or any of its partners, officers, directors, or employees, is investigated by a local, county, state or federal agency, for a matter which DSHS determines may adversely affect the delivery of services provided under this contract. DSHS may, without prior notice, either suspend the delivery of services or disallow the person(s) involved in the allegations(s) from providing services or having contact with clients pending final resolution of the investigation.
- 22. Dispute Resolution.** Either party may submit a request for resolution of a contract dispute (rates set by law, regulation, or DSHS policy are not disputable). The requesting party shall submit a written statement identifying the issue(s) in dispute and the relative positions of the parties. A request for a dispute resolution must include the Contractor's name, address, and contract number, and be mailed to the address listed below within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue in dispute.

Department of Social and Health Services

Attn: Community Services Division Contracts Unit

P.O. Box 45470, Olympia, WA 98504-5470

- 23. Exceptions.** The Contractor shall submit to the DSHS Contact, or designee, named on page one (1) of this Contract, a prior written request for any Exceptions. The DSHS Contact shall provide the Contractor with written approval or denial within five (5) business days of receipt of the request. The DSHS Contact shall include justification with all denials.
- 24. Fraud Reporting.** The Contractor shall report any knowledge of welfare fraud to DSHS by calling **1-800-562-6906** or on-line at: [Web Referral - FITT \(wa.gov\)](http://Web Referral - FITT (wa.gov))
- 25. Insurance**

The Contractor shall obtain and maintain for the duration of the Contract, at Contractor's expense, the following insurance coverages, and comply with the following insurance requirements.

a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance or Business Liability Insurance, no less comprehensive than coverage under Insurance Service Offices, Inc. (ISO) form CG 00-01, including coverage for bodily injury, property damage, and contractual liability. The amount of coverage shall be no less than \$2,000,000 per occurrence and \$4,000,000 General Aggregate. The policy shall include liability arising out of the parties' performance under this Contract, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS),

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its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

- b. In lieu of general liability insurance mentioned in Subsection a. above, if the Contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies, but only if attached to a professional liability policy. If selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with minimum limits of \$2,000,000 per occurrence; and \$4,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds;

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with minimum limits of \$2,000,000 per occurrence; and \$4,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds:

or

Premises Liability Insurance if services are provided only at their recognized place of business, including coverage for bodily injury, property damage with minimum limits of \$2,000,000 per occurrence; and \$4,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

- c. Workers' Compensation

The Contractor shall comply with all applicable Workers' Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Workers' Compensation under Title 51 RCW by the Contractor or its employees under such laws and regulations.

- d. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

- e. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the

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Contract. Failure of Subcontractors to comply with the insurance requirements in this Contract does not limit the Contractor's liability or responsibility.

Subcontractors who are government entities, such as school districts, may comply with different insurance requirements. Additional information will be provided by DSHS during the Contracting process.

f. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

g. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a current Best's Reports' rating of A-, Class VII, or better.

h. Evidence of Coverage

The Contractor shall, upon request by DSHS, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Washington State Department of Social and Health Services as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

The Contractor shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

i. Material Changes

The insurer shall give the DSHS point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal of any insurance policy required under this Contract. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation. Failure to provide notice as required may result in termination of the Contract.

j. Waiver of Subrogation

Contractor waives all rights of subrogation against DSHS for the recovery of damages to the extent such damages are or would be covered by insurance required under the Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies whether or not DSHS receives the waiver of subrogation endorsement from the insurer.

k. Coverage Limits

By requiring insurance, the State of Washington and DSHS do not represent that the

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coverage and limits required in this Contract will be adequate to protect the Contractor. Such coverage and limits shall not limit the Contractor's liability in excess of the required coverage and limits, and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract.

l. Primary Coverage

All Contractor's insurance provided in compliance with this Contract shall be primary and shall not seek contribution from insurance or self-insurance programs afforded to or maintained by the State. Insurance or self-insurance programs afforded to or maintained by the State shall be in excess of, and shall not contribute with, insurance required of the Contractor and Subcontractors under this Contract.

m. Waiver

The Contractor waives all rights, claims and causes of action against the State of Washington and DSHS for the recovery of damages to the extent said damages are covered by insurance maintained by Contractor.

n. Liability Cap

Any limitation of liability or liability cap set forth in this Contract shall not preclude DSHS from claiming under any insurance maintained by the Contractor pursuant to this Contract, up to the policy limits.

o. Business Automobile Liability Insurance

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an additional insured.

p. Professional Liability (errors & omissions)

The Contractor shall maintain insurance of at least \$1,000,000 per occurrence, \$2,000,000 General Aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use, and damages because of negligent acts, errors, and omissions in any way related to this contract.

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Exhibit B- STATEMENT OF WORK

PROGRAM ADMINISTRATION – REFUGEE SCHOOL IMPACT SERVICES

1. **Purpose.** The purpose of this Contract is to allow for the administration and oversight of the statewide Refugee School Impact (RSI) program for the Department of Social and Health Services (DSHS), Office of Refugee and Immigrant Assistance (ORIA).

The central goal of the RSI program is to fund activities that lead to the effective integration and education of eligible children and youth.

Allowable activities must be aligned with the intent and purpose of the Refugee School Impact set-aside funding. The following are the priority areas and allowable activities:

- a. Refugee School Impact Program (RSI) for School-Aged Children:
 - (1) **Providing specialized approaches and support for eligible students**, such as English as a Second Language classes, tutoring, newcomer or transitional programs, after school and summer programs, mentoring, behavioral health supports, and programming that supports integration.
 - (2) **Supporting families learning to navigate the U.S. education system**, such as school-specific orientation for both families and students, navigators or cultural brokers, and language access.
 - (3) **Developing capacity for school staff and systems**, through activities and resources such as specialized trainings for school staff around the unique and varied needs of ORR-eligible populations, ensuring language access by translating critical documents, interpretation, and specialized staff dedicated to working with ORR-eligible school-aged children, youth, and families.
- b. Early Refugee School Impact Program (ERSI) for Young Children
 - (1) **Facilitating child care and preschool access** by supporting families with systems navigation, including the subsidy application process, and helping families enroll their children in day care, Head Start/Early Head Start, the Early Childhood Education and Assistance Program (ECEAP)/Early ECEAP, or other appropriate preschool.
 - (2) **Supporting the academic and social preparation of children for formal schooling (preschool or Kindergarten)**, through providing specialized services that support the cognitive, social, and emotional growth of preschool-aged children, administering developmental screening tools, such as the Ages and Stages Questionnaire, Third Edition (ASQ-3), and working with districts to determine special education eligibility.
 - (3) **Supporting parent engagement**, through providing parenting classes or peer support groups that focus on topics such as: healthy early childhood development, developmental milestones, the rights of children with disabilities, school systems, and U.S. child welfare laws, and through home visiting services that enhance a parent's ability to support early childhood development.

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2. Contractor Responsibilities. The Contractor shall serve as the Program Administrator for the RSI Program. Responsibilities include but are not limited to:

a. Develop a framework for the RSI program.

- (1) Develop a framework and workplan for the RSI Program that supports the integration, adjustment, and academic success of newly arrived refugee children and their families. Submit the annual workplan to ORIA for approval on an annual basis. The first workplan is due 30 days after Contract execution.

b. Manage the Subawarding on Contract Funds.

- (1) With approval from DSHS, develop and launch multiple Notice of Funding Opportunities for School Districts for District Partnerships to award RSI funding and for CBOs to award RSI, Ukrainian RSI, and Early RSI funds. Notice of Funding Opportunities shall be published annually, or on a schedule that is determined in conjunction with DSHS.
- (2) Provide an information session and technical assistance to potential applicants.
- (3) Establish criteria for funding and ensure funding decisions are made in an equitable and fair way, that prioritizes direct services for refugee children and youth. Funding decisions shall be made in conjunction with DSHS-ORIA.
- (4) In consultation with ORIA, determine subawards. Administer and enter into subcontracts with school districts and CBOs within thirty (30) days after execution of this contract. Provide copies of the subcontracts to the DSHS Program Manager within sixty (60) days from the date of execution.
- (5) Provide ongoing oversight and monitoring of all subrecipients. Provide training and technical assistance to the subrecipients, as needed, to ensure contract success.
- (6) Act as a thought partner and connector when there are challenges in the RSI program at the School District or in CBOs. Support subrecipients in brainstorming and resolving challenges in a timely manner.
- (7) The Program Administrator will implement, oversee, and manage the day to day activities and the program budget and expenditures. The Administrator will be the point of contract for DSHS, subcontractor, and program partners.
- (8) The Program Administrator has the authority to make necessary changes to the program which include subcontractor funding and adding or revising RSI services, but must inform the DSHS Program Manager of any changes.
- (9) Include the DSHS Program Manager or other designated DSHS staff in general communications sent to all program partners.

c. Provide Training and Technical Assistance.

- (1) Provide two annual convenings for partners in the RSI program, at least one of

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which must be in-person. The topics for the convenings shall be agreed upon in conjunction with DSHS-ORIA. The convenings serve as opportunities for partners to learn about contractual requirements, best practices, and strategies for providing specialized educational and integration support to refugee children. Expert speakers may be brought in to address emerging trends or needs within the refugee population.

- (2) In addition to the two annual convenings, provide at least four virtual trainings for RSI partners and other service providers who may interact with refugee children (birth – 18).
- (3) Provide ongoing opportunities for technical assistance to RSI partners around contractual compliance, immigration eligibility, monitoring and evaluation, and other topics, as needed.
- (4) Develop and manage a public webpage that describes the RSI program, lists the partners, and provides a broad array of technical support, information and resources. Post relevant and helpful articles, curriculum, resource guides, or best practices highlights to support the RSI program.
- (5) Acknowledge and recognize DSHS's contribution to the RSI Program on the Contractor's website and on any electronic or printed materials that refer to DSHS-funded RSI services.

d. Provide Program Evaluation and Monitoring.

- (1) The Program Administrator shall develop an annual Program Evaluation and Monitoring framework to be approved by DSHS. This shall include developing and tracking specific, measurable, achievable, relevant, and time-bound annual program outcomes for all RSI activities. The first Program Evaluation and Monitoring framework is due 30 days after contract execution.
- (2) Develop outcomes to track for School Districts/District Partnerships.
- (3) Support CBOs working with school-aged children to select and implement outcomes from the RSI Outcome Measures Warehouse.
- (4) Develop outcomes to track for the Early Refugee School Impact CBOs.
- (5) Provide ongoing support to subrecipients to overcome challenges associated with tracking and measuring program outcomes.
- (6) Ensure that only eligible individuals access the RSI program through ongoing monitoring and verification of refugee status.
- (7) Provide a copy of the onsite monitoring plan and checklist to be utilized for district visit and submit monitoring reports to the DSHS Program Manager within thirty (30) days of the monitoring visit, unless an exception is granted. If corrective action is needed, notify DSHS within ten (10) days of the monitoring visit and continue to monitor until issue is corrected.

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- (8) Perform on-site monitoring of all subrecipients at least annually.
 - e. Comply with the requirements of Sub-Recipient Status as referenced in 24 of the General Terms and Conditions, and with the Administrative Requirements of the General Terms and Conditions referenced in section 9. Compliance with Federal Requirements of the Special Terms and Conditions of this contract.
 - f. Contact the DSHS Program Manager for written approval of requests for exceptions to the program, contract requirements or changes to line items in the budget.
- 3. Participant Eligibility** includes Washington state residents who:
- a. Are a child between the ages of birth-18, or above the age of 18 if the individual is enrolled in High School or a High School GED program; and hold one of the following immigration statuses:
 - (1) Refugees;
 - (2) Asylees (who have been granted asylum);
 - (3) Cuban and Haitian entrants;
 - (4) Iraqi and Afghan Special Immigrants;
 - (5) Amerasians;
 - (6) Certified victims of human trafficking;
 - (7) Afghan Humanitarian Parolees (who meet ORR eligibility);
 - (8) Ukrainian Humanitarian Parolees (who meet ORR eligibility); or
 - (9) U.S.-born children of parent(s) with the above-named immigrations statuses if:
 - (a) The child is in a single-parent family with a parent who is ORR-eligible, or
 - (b) The child is in a two-parent family and both parents are ORR-eligible.
 - b. Are a parent of an eligible child who also holds a qualifying immigration status.
 - c. For children participating in the Early RSI program, an eligible child is generally between the ages of birth through 5. Children who are already in Kindergarten are ineligible for the Early RSI program but may participate in the general RSI program.
- 4. Staffing and Administrative Requirements.** The Contractor must:
- a. Provide staffing as indicated in the Contractor's budget. The budget is incorporated by reference and may be provided upon request.
 - b. Ensure all employees and volunteers who have access to confidential client information sign a [DSHS Agreement on Nondisclosure of Confidential Information](#) form.

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- c. Ensure all participants understand, review, and sign a service “Consent Form.” The DSHS Consent Form 14-012 in English and 51 additional languages, or other Consent Form approved by the DSHS Program Manager. If an interpreter or translator is used to explain the form to the participant, the interpreter and/or translator must sign and date in the “Agency Contact/Witness” box and provide telephone contact information. Parents must sign the Consent form on behalf of their minor children.
- d. Ensure activities and services do not duplicate or supplant services provided by the Contractor through other funding sources.

5. Program Documentation.

- a. The Contractor shall be responsible for the following documentation of services:
 - (1) Provide the DSHS Program Manager copies of signed contracts with the list of partnerships, number of students to be served and activities that will be provided by each subrecipient.
 - (2) Submit monitoring reports to the DSHS Program Manager within thirty (30) days of the monitoring visit, unless an exception is granted. If corrective action is needed, notify DSHS within ten (10) days of the monitoring visit and continue to monitor until issue is corrected.
 - (3) Report on the monthly activities and administrative hours. Include verification of subcontractor payments when requesting reimbursement. Provide documentation of administrative expenses when requested.
 - (4) Maintain the following documents onsite, available for DSHS staff, state or federal staff upon request:
 - (a) Request for Proposals document, district proposals, contracts with the school districts, district contracts with community partners, and other contracts for training or professional development;
 - (b) Contractor and subcontractor current or last financial and Single audits, subcontractor monitoring reports, and corrective action reports (if applicable);
 - (c) Pre-post testing information/data or other data associated with evaluative measures as submitted by subrecipients;
 - (d) A legible copy of all participant i-94 parole document or other USCIS documentation verifying current immigration status and date of arrival to the U.S. For certain humanitarian parolees, proof of application for re-parole must also be maintained. If the qualifying immigration document is found in ORIA’s database, CareSphere, the Contractor does not need to retain an additional copy but must confirm client eligibility.
 - (e) Fiscal records that substantiate administrative costs charged to DSHS under this contract;

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(f) Other documents as requested by DSHS that pertain to the program.

6. Reporting.

a. The Program Administrator will be responsible for reporting requirements related to the RSI program. Participant demographic and service information must be maintained in ORIA's case management database, CareSphere, unless the Program Administrator's pre-existing database is approved by DSHS-ORIA for use in the RSI program. The Contractor must collect, at a minimum, from its subrecipients the following demographic fields for use in federal reporting:

- (1) Alien number;
- (2) First, middle, and last name;
- (3) Date of birth;
- (4) Immigration status;
- (5) Sex;
- (6) Nationality;
- (7) Zip code, city, and county of residence;
- (8) Immigration eligibility date;
- (9) Service enrollment date; and
- (10) Service exit date.

b. Immigration eligibility must be confirmed by the Program Administrator to ensure accurate reporting. In addition to demographic information, the Program Administrator shall report on:

- (1) The total number of participants (students and parents) served and services received, broken down by program type;
- (2) Outcomes and evaluation performance measures;
- (3) Activities, accomplishments, and new initiatives;
- (4) Challenges and emerging issues;
- (5) Monitoring activities including if corrective action was identified; and
- (6) Client success stories.

c. Ensure there that participants are not receiving the same service through more than one program, and that subrecipients are not charging a service for an individual to more than one RSI Program. Additional information on dual enrollment and duplication of services may be found at ORR Policy [Letter 25-02](#).

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- d. The Program Administrator will comply with the following reporting schedule unless otherwise negotiated with DSHS.

Type of Data Needed	Reporting Period	Deadline
Program Narrative, Participant Demographic Information	Federal Fiscal Year Quarters 1 and 2	May 5, 2026
Program Narrative, Participant Demographic Information	Federal Fiscal Year Quarters 3 and 4	November 5, 2026
Participant Demographic Information	Full Federal Fiscal Year	December 15, 2026
Subgrantee List and Funding Amount	Full Federal Fiscal Year	November 1, 2026
Contract activities performed by the Program Administrator	Monthly	Due 30 days after the month that is being reported on. For example, the report for October 2026 is due November 31, 2026.

- e. Report templates will be provided to the Program Administer by DSHS.

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Exhibit C- CONSIDERATION

PROGRAM ADMINISTRATION – REFUGEE SCHOOL IMPACT SERVICES

1. Consideration.

a. Total Contract Consideration

The total amount payable to the Contractor for satisfactory performance of work under this Contract shall not exceed the Maximum Contract Amount shown on page 1 of this Contract and shall be paid in accordance with the fees set forth in the Contract and for the following time periods:

The Contract Amount for October 1, 2025 through September 30, 2026 is **\$7,000,000**. The Contractor will be compensated for the following services:

(1) Administration and Services	\$X (at-cost)
(2) Training and Technical Assistance	\$X (at-cost)
(3) School District Subcontracts	\$X (at-cost)
(4) CBO Subcontracts (Ukrainian RSI)	\$X (at-cost)
(5) CBO Subcontracts (General RSI)	\$X (at-cost)
(6) CBO Subcontracts (Early RSI)	\$X (at-cost)
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TOTAL:	\$7,000,000

b. Funding Considerations

- (1) Future increases or decreases to the Contract Maximum Amount will be based on funding availability.
- (2) Funds may not be used to supplant existing initiative funded by federal, state, local, or private funds.
- (3) The Contractor shall be reimbursed for all allowable expenses incurred in a cost-reimbursement model.

Additional details of the payment structure will be discussed and negotiated with the Apparent Successful Bidder.

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Exhibit D- Federal Award Details

PROGRAM ADMINISTRATION – REFUGEE SCHOOL IMPACT SERVICES

The Contractor shall comply with all program and other requirements for providing services under this contract, as set forth below.

1. Acknowledgement of Federal Funding

Total Amount of Federal Funds Obligated by this Action: \$7,000,000

Amount of Federal Funds Obligated by DSHS, including the current financial obligation: \$X

Total Amount of the Federal Awards committed by DSHS: \$X

Refugee School Impact Program	
Contractor Name:	X
Subrecipient Unique ID:	X
Federal Award Date:	X
Federal Award Period:	X
Federal Award Identification Number (FAIN):	2301WARSSS
Awarding Official:	Department of Health and Human Services – Office of Refugee Resettlement
Funding Type:	RSS
Assistance Listing Number (ALN) – formerly CFDA number:	93-566

2. This subaward may not be used for research and development purposes.
3. In the event a correction is required to the Acknowledgement of Federal Funding, an administrative change will be processed. A change to the Acknowledgement of Federal Funding will not affect your budget or scope of work and notice will be provided.